

November 2023

These Online Services Terms & Conditions ("Terms") govern the use of all electronic and online content, tools, applications, products and services, including this website ("Online Services") made available by Fiduciary Trust Company of New Hampshire ("FTC"), either on FTC's websites ("Sites") or by any other electronic devices or means, including mobile devices ("Access Devices"). As used in these Terms, "Online Services" shall mean those services and functionalities that FTC provides, or that our third-party vendors provide on our behalf, and that allow you ("You") to input and access information about your FTC account through the website or an application, or conduct other activities through the website or an application. These Terms constitute a binding agreement between You and FTC. FTC makes the Online Services available solely on the terms and conditions set forth herein and on the condition that You accept and comply with these Terms. These Terms are in addition to any other agreements between You and FTC, or between You and a third party, including any other agreements or terms that govern your use of information, content, tools, products and services made available by FTC.

BY CHECKING THE BOX TO NOTE THAT YOU HAVE READ, UNDERSTAND, AND ACCEPT THESE TERMS AND CONDITIONS, AND THEN CLICKING ON THE CONTINUE BUTTON, YOU HEREBY ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, FTC WILL NOT AND DOES NOT MAKE AVAILABLE THE ONLINE SERVICES TO YOU, YOU ARE NOT AUTHORIZED TO ACCESS OR USE THE ONLINE SERVICES.

- 1. Right to Access and Use the Online Services.** Subject to and conditioned upon your compliance with all the terms and conditions set forth herein, you hereby granted to You a limited, revocable, non-transferable right to access and use the Online Services for your personal, non-commercial use.
- 2. Consent to Electronic ("e-mail") Delivery of Account Communications.** You hereby authorize FTC to deliver documents, correspondence and other communications ("Communications") including, account statements, performance reports, regulatory and other notices in connection with your FTC account to the e-mail address specified by You.

3. Your Obligations.

3.1 Acceptable Use. You shall use the Online Services only in accordance with these Terms, in a manner consistent with applicable laws and in accordance with the rules, policies and procedures established by FTC for use of the Online Services. You are solely responsible for compliance with all legal and regulatory requirements with respect to your use of the Online Services. By using the Online Services, You hereby represent and warrant that all information provided to FTC by You or on Your behalf in connection with the Online Services, including the information provided in the process of logging in to access and use the Online Services is true, accurate and complete, and that You have the right to provide this information to FTC.

3.2 Restrictions; No Reverse Engineering; No Unauthorized Use. You shall not and shall not permit any third party to sell, rent, lease, provide service bureau or timeshare services, transfer, transmit, distribute or otherwise make the Online Services or any component thereof or any data contained therein available to third parties. You shall not, and shall not permit any third party to access or use the Online Services in whole or in part for any purpose, except as expressly provided under these Terms. Without limiting the foregoing, You shall not and shall not permit any third party to (i) attempt to decompile, decode, disassemble, or otherwise reverse engineer the Online Services; (ii) attempt to gain unauthorized access to the Online Services or its related systems or networks; (iii) attempt to interfere with or disrupt the operation of the Online Services or its related systems or networks, including through, but not limited to, the use of methods such as viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming; (iv) copy, in whole or in part, the Online Services or any component thereof; (v) modify, enhance, create derivative works of, combine with other programs, or otherwise change the Online Services; (vi) screen scrape, screen surf or employ any other data scraping method; (vii) provide access to the Online Services by framing the Online Services in a domain not supported by FTC; or (viii) develop or have developed any product or service using or based on any component of the Online Services. If another person uses the Online Services with your mobile device, You will be responsible for their actions in your FTC account as well as actions of anyone else they allow to use your mobile device. This will be true even if You do not want or agree to their use.

Further, You shall not, and shall not permit any third party to use any communication feature of any of the Online Services: (1) for any purpose that is unlawful, fraudulent, tortious, abusive, intrusive on another's privacy, harassing, libelous, defamatory, embarrassing, obscene, pornographic, threatening or hateful, or promotes, facilitates, or encourages the same; (2) to transmit any material that is facilitates, or encourages

libelous, defamatory, discriminatory, or otherwise malicious or harmful speech or acts to any person or entity, including but not limited to hate speech, and any other material that degrades, intimidates, incites violence against, or encourages prejudicial action against anyone based on age, gender, race, ethnicity, national origin, religion, sexual orientation, disability, geographic location or other protected category; (3) in connection with unsolicited or harassing messages (commercial or otherwise), including unsolicited or unwanted phone calls, SMS or text messages, voice mail, or faxes; (4) in any manner that materially violates industry standards, policies and applicable guidelines published by (a) the CTIA (Cellular Telecommunications Industry Association), (b) the Mobile Marketing Association, or (c) any other generally recognized industry associations; (5) to engage in any unsolicited advertising, marketing or other activities prohibited by applicable law or regulation covering anti-spam, data protection, or privacy legislation in any applicable jurisdiction, including, but not limited to anti-spam laws and regulations such as the CAN SPAM Act of 2003, the Telephone Consumer Protection Act, and the Do-Not-Call Implementation Act; (6) to harvest or otherwise collect information about individuals, including any personal information such as email addresses or phone numbers, without their explicit consent or under false pretenses; (7) to transmit any material that infringes the intellectual property rights or other rights of third parties; or (8) to receive, send or otherwise process Protected Health Information as defined by the Health Insurance Portability and Accountability Act of 1996 as amended.

3.3 Customer Data. As between You and FTC, You are solely responsible for the accuracy, completeness, quality, validity, authorization for use and integrity of any and all data and information, that is provided to FTC under these Terms or input into the Online Services by You or on your behalf (collectively, "Customer Data") regardless of form and format, and whether or not Customer Data is used in conjunction with the Online Services. As between You and FTC, subject to applicable law, FTC has and shall retain sole and exclusive title and ownership of all Customer Data. You hereby represent and warrant that You have the right and authority necessary to provide or have provided the Customer Data to FTC as provided hereunder, that You will disclose or have disclosed to FTC on your behalf only such Customer Data as You are authorized to disclose or have disclosed to FTC, and that FTC's use of such Customer Data in accordance with these Terms will not violate applicable law or the rights of any third party. You are solely responsible for maintaining an appropriate backup of all Customer Data. FTC is not responsible for loss of any Customer Data in transmission or improper transmission of any Customer Data by You or any third party on your behalf.

FTC has the right to (i) remove any Customer Data for any or no reason in FTC's sole discretion; (ii) take any action with respect to any Customer Data that FTC deems necessary or appropriate in FTC's sole discretion, including if FTC believes that such Customer Data violates these Terms, infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Online Services or the public or could create liability for FTC; and (iii) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Online Services.

3.4 Security. Access to the Online Services is enabled only by username and password. You shall maintain your username and password in strict confidence. In no event shall You share your username or password with any third party or allow another person to access the Online Services using your username and password. You shall immediately notify FTC if You have any reason to believe that your username or password has been lost or compromised or misused in any way and You shall inform FTC of the steps being taken to terminate such unauthorized use or misuse. You are fully and solely responsible for any and all use or misuse of the Online Services using the username and password assigned to you. FTC reserves the right to revoke or deactivate your username and password and your access to the Online Services at any time and for any reason, with or without notice to You, including if You violate these Terms. You assume all risks associated with directing FTC to send messages to Access Devices that may not utilize personalized security codes or encryption. FTC may rely on any instructions, actions or directions issued using Your username via the Online Services, and such instructions, actions or directions shall be deemed to have been issued on behalf of You and bind You.

To enable biometric authentication for sign in, You are required to save your FTC username on your device and activate the sign in method through the Online Services. FTC does not control the functionality of fingerprint, Touch ID or Face ID and does not have access to your fingerprint(s), facial recognition information, or any other biometric authentication information used in connection with such authentication functions. You understand and agree that any fingerprint, facial, or other biometric recognition information stored on your device can be used to access the Online Services. For more information on how biometric functionality works on your device, please refer to your device manufacturer's support resources. There may be circumstances where biometric authentication will not function as expected and the sign in process will require your password.

3.5 Review of Your Use of Online Services. You acknowledge that FTC may have certain supervisory and regulatory responsibilities with regards to the activities of the financial professionals to which FTC provides Online Services as well as to such financial professionals end customers. You hereby confirm and acknowledge that FTC may, in FTCs sole discretion and to the extent permitted or required by applicable law: (a) access the Online Services and the Customer Data stored as a part of, or in connection with, the Online Services; and (b) retain backups of any Customer Data stored as a part of, or in connection with, the Online Services.

3.6 Additional Obligations. You are responsible for procuring, installing, and maintaining all computer hardware, software, communications interfaces and connectivity to the Online Services, applications, communications and office equipment necessary to access and use the Online Services, and for paying all associated charges.

3.7 Additional Terms. Your use of certain of the Online Services may be subject to additional or separate terms imposed by FTC or third parties ("Additional Terms"). When such Additional Terms are applicable to your use of an Online Service, FTC will give You an opportunity either to agree to such Additional Terms or elect not to use such Online Service. To the extent applicable, such terms are hereby incorporated into these Terms, to the extent such terms do not conflict with these Terms. In the event of a conflict between Additional Terms and these Terms, the Additional Terms will prevail with respect to such specific Online Service. Additional Terms applicable to the Online Services are available and are hereby incorporated into these Terms.

3.8 Acknowledgment; Injunctive Relief. You hereby acknowledge that the provisions contained in this Section 3 are reasonable and necessary to protect FTCs legitimate interests and You hereby agree that the remedies at law for violation of this Section 3 may be inadequate, that such violation may cause irreparable injury to FTC within a short period of time, and that FTC shall be entitled to preliminary injunctive relief and other injunctive relief against such violation without the necessity of proving actual damages.

4. Termination; Effect of Termination. FTC may immediately suspend or terminate its provision of the Online Services without notice or liability in whole or in part for any reason, including if You violate any of these Terms. Upon such suspension or termination, your access to and use of the Online Services shall terminate.

Notwithstanding termination of the Online Services, the following provisions shall survive and continue to apply: Section 3.2, Section 3.3, Section 3.8, this Section 4, Section 6, Section 8, Section 9, Section 10 and Section 11, Section 12, Section 13, and any other section that by its terms are meant to continue to apply.

5. Changes.

5.1 Changes to the Agreement. FTC may, from time to time, change these Terms. FTC will notify You of changes to the Terms when they are updated. Your continued use of the Online Services following the effective date of revised Terms constitutes your acceptance of the revised Terms. If You do not agree to the revised Terms, do not continue to use the Online Services.

5.2 Changes to the Online Services. FTC reserves the right to alter, add or delete any part of the Online Services in whole or in part at any time without notice.

6. Reservation of Rights. As between You and FTC, title to, and ownership of the Online Services including all patents, copyrights and all other intellectual property rights applicable thereto and any derivative works, translations, customized versions, or other versions thereof, is and shall at all times remain solely and exclusively with FTC and its licensors, notwithstanding that You may contribute to the cost or design of such updates, translations, customized versions or other versions or derivative works. All rights not expressly granted to You herein are expressly reserved by FTC. Nothing in these Terms will be deemed to grant, by implication, estoppel, or otherwise, a license under any of FTCs or its licensors existing or future rights in or to the Online Services. FTC trade names, trademarks, service marks, titles, and logos, and any goodwill appurtenant thereto, shall be owned exclusively by FTC and shall inure solely to the benefit of FTC. You will not, and will not permit any third party, to use the name, logo, trademark, trade name, or other marks of FTC or any of its affiliates directly or indirectly in any manner, including but not limited to any website, advertising or list of representative clients, without FTCs prior written consent which consent may be withheld at FTCs discretion.

7. Confidentiality. In using the Online Services, You will have access to confidential information of FTC and its licensors and suppliers that may include, but is not limited to, software, technology, logic, techniques,

formats, tools, designs, concepts, methods, processes, ideas, technical materials and information, and related documentation ("Confidential Information"). You hereby agree that: (i) all Confidential Information shall remain the property of FTC and its licensors and suppliers; (ii) You will use Confidential Information solely as reasonably necessary to perform your obligations under these Terms and to use the Online Services as permitted hereunder; (iii) You will not otherwise use and/or disclose Confidential Information to any third party, and (iv) You will maintain and safeguard vigilantly the privacy and security of all Confidential Information, including in accordance with security measures and controls that may be required from time to time by FTC and its licensors and suppliers. Without limiting the foregoing, You hereby agree to undertake all necessary measures to ensure the privacy and security of all Confidential Information including without limitation: (a) not to access, use or disclose any Confidential Information that You have no legitimate authorization to access, use or disclose; (b) not to access the Online Services or any Confidential Information for any other individual or any third party; and (c) to restrict physical and system access to the equipment which contains Confidential Information or which gives access to the Online Services.

8. Warranties; Disclaimers.

8.1 Your Warranties. You hereby represent and warrant that on a continuing basis at all times during your use of the Online Services: (i) You will comply with all applicable laws with respect to your access and use of the Online Services; (ii) You have and will have the right and authority necessary to access the Online Services and to provide FTC with any of its instructions and that all instructions it provides to FTC are accurate and complete; and (iii) You have and will have the right and authority necessary to provide the Customer Data to FTC and grant the rights to FTC to use the Customer Data as set forth in these Terms.

8.2 Disclaimer of Warranties. NEITHER FTC, ITS AFFILIATES, PARTNERS, SUPPLIERS, OFFICERS, DIRECTORS, EMPLOYEES AND SUCCESSORS AND ASSIGNS, NOR ITS THIRD-PARTY DATA OR SERVICE PROVIDERS, LICENSORS, AND THEIR RESPECTIVE PARTNERS, SUPPLIERS AND AFFILIATES MAKE ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, AS TO THE PERFORMANCE, SECURITY, OR RELIABILITY OF THE ONLINE SERVICES OR ANY DATA OR INFORMATION OBTAINED FROM THE ONLINE SERVICES OR WITH RESPECT TO YOUR USE OF THE ONLINE SERVICES OR SUCH DATA OR INFORMATION. YOU EXPRESSLY UNDERSTAND AND AGREE THAT USE OF THE ONLINE SERVICES OR ANY DATA OR INFORMATION OBTAINED FROM THE ONLINE SERVICES IS AT YOUR SOLE RISK. THE ONLINE SERVICES AND ANY DATA AND

INFORMATION OBTAINED FROM THE ONLINE SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS AND FTC DISCLAIMS ALL WARRANTIES OF ANY KIND AS TO THE ONLINE SERVICES AND SUCH DATA AND INFORMATION WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. FURTHER, FTC DOES NOT WARRANT THAT THE ONLINE SERVICES WILL BE ERROR-FREE OR BE PROVIDED (OR BE AVAILABLE) WITHOUT INTERRUPTION OR MEET YOUR BUSINESS OR OPERATIONAL PURPOSES. YOU ARE SOLELY RESPONSIBLE FOR THE USE OF THE ONLINE SERVICES AND ANY OUTCOME OF SUCH USE AND FOR ANY ACTS OR OMISSIONS ASSOCIATED WITH DATA ENTRIES OR SUBMISSIONS MADE BY YOU. FURTHER, YOU ARE SOLELY RESPONSIBLE FOR PROTECTING THE SECURITY OF YOUR DATA AND PROGRAMS ON YOUR SYSTEMS AND FOR PERFORMING REGULAR INDUSTRY STANDARD BACKUPS OF YOUR DATA AND PROGRAMS.

8.3 Blocked Locations. The Online Services are intended for use, and may only be available in the United States and only in those specific states where FTC is registered notwithstanding that the Online Services may be accessible from anywhere in the world. However, FTC makes no representations that the Online Services will be available from any other locations other than those specified above. You acknowledge that it is unlawful to cause FTC to provide services or facilitate transactions for You while You are located in a country or territory where FTC is not registered or where applicable U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC") prohibit U.S. persons from providing products or services (each, a "Blocked Location"). You agree not to use the Online Services to request or obtain any product or service or to order or conduct any transaction at any time when You are located in a Blocked Location. Without limiting any other right of FTC under these Terms, You agree that: (i) FTC shall have the right to reject, refuse, cancel, unwind, delay or postpone the provision of any product or service or transaction requested, obtained, ordered or conducted from a Blocked Location; and (ii) FTC shall not be responsible for any resulting losses, costs, delays or other damages. You acknowledge that, depending on the circumstances, FTC may be required to block property in a transaction involving a Blocked Location and/or report to the U.S. government any transaction rejected or any property blocked when the rejection or blocking relates to a Blocked Location. You agree that FTC shall have the right to block property or to report the blocking of property or rejection of transactions to the U.S. government if it deems in its discretion that it is required to do so.

8.4 No Guarantee of Funds. FTC is not FDIC insured. No bank, state, or Federal guarantee or insurance of funds is provided. FTC does not guarantee any specific future financial results or provide any warranty against financial loss.

8.5 Forward-Looking Statements. The Online Services may contain some forward-looking statements. Certain words, including, without limitation, the words "believe," "anticipate," "expect," "will," or similar words can be used to identify these statements. Users of the Online Services should beware that FTC is not obliged to update or revise these forward-looking statements and, thus, should not rely on the accuracy or validity of these statements. Such information should not be relied upon for the purpose of making any investment decision without the direct guidance of a properly credentialed financial professional.

8.6 Third Party Data, Information, Services, Products, and Technology. The Online Services may allow access to data, information, services, products, and/or technology disseminated by third parties and You hereby acknowledge that FTC and its suppliers and licensors disclaim responsibility for the use, content, accuracy, timeliness, completeness or availability of such third party data, information, services, products, and/or technology and make no warranty concerning such data, information, services, products and/or technology. **YOU USE SUCH THIRD PARTY DATA, INFORMATION, SERVICES, PRODUCTS, AND TECHNOLOGY AT YOUR OWN RISK.**

8.7 No Advice Provided. The Online Services are provided for informational and/or educational purposes and are not intended to provide tax, legal, investment or other advice, and should not be construed as an offer to sell, a solicitation of an offer to buy, or a recommendation for any security. FTC disclaims and You hereby acknowledge that FTC is not providing investment, tax, legal or other advice through or by providing the Online Services to You.

9. Limitations of Liability. To the fullest extent permitted under applicable law, neither FTC, your nor any of their officers, directors, employees, or affiliates shall be liable for any loss incurred with respect to the Online Services, except where such loss directly results from such party's negligence or misconduct. Nothing in this Agreement shall in any way constitute a waiver or limitation of any rights which you may have under federal or state securities or other laws. You further understand that there is no guarantee that your investment objectives will be achieved.

10. Required Arbitration Disclosures. This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

10.1 All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.

10.2 Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.

10.3 The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.

10.4 The arbitrators do not have to explain the reason(s) for their award, unless, in an eligible case, a joint request for an explained decision has been submitted by all parties to the panel at least 20 days prior to the first hearing date.

10.5 The Panel of Arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

10.6 The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.

10.7 The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.

10.8 No person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (i) the class certification is denied; or (ii) the class is decertified; or (iii) the customer is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.

11. **Arbitration Agreement.** In consideration of opening one or more accounts for you, you agree that any claims or controversy arising between you and FTC and/or your representative(s), and their parents, subsidiaries, affiliates, officers, directors, employees, agents, and Third-Party Service Providers (whether or not a signatory to this Agreement), arising out of or relating in whole or in part to your account, transactions with or for you, this agreement or any other agreement you have entered into with the parties hereto, or the construction, performance, or breach of this agreement, or any other agreement you have entered with the parties hereto, whether entered into prior, on or subsequent to the date hereof, shall be settled by arbitration to be filed at and to be conducted in accordance with the rules, then in effect of FINRA. If the claim or controversy is not arbitrable before FINRA, then arbitration will be conducted by, and in accordance with the rules and procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS"). If arbitration before JAMS is unavailable or impossible for any reason, then you agree to arbitrate in another forum to which the parties otherwise agree. This agreement does not prohibit or restrict you from requesting arbitration of a dispute in the FINRA arbitration forum as specified in FINRA rules. Notwithstanding any provision of JAMS Rules (or other applicable arbitration forum rules), any such arbitration shall occur on an individual basis only, and not on a class or collective basis, and you waive the right to initiate, participate in, or recover through, any class or collective action in any claims that are not arbitrable before FINRA. To the extent any claim on a class or collective or representative basis is nonarbitrable under the law, then such claims shall be filed and adjudicated in a court of competent jurisdiction, and not in arbitration. A court of competent jurisdiction (and not an arbitrator) shall resolve any dispute about the formation, validity, or enforceability of any provision of this Agreement. Any arbitration award hereunder shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction. Nothing in this this Agreement requires arbitration of any claim that under the law cannot be made subject to a pre-dispute agreement to arbitrate claims, including any dispute or controversy nonarbitrable under federal law.

This arbitration agreement will be binding upon and inure to the benefit of the parties hereto and their respective representatives, attorneys-in-fact, heirs, successors, assigns, and any other persons having or claiming to have a legal or beneficial interest in any account you maintain at FTC, including court-appointed trustees and receivers. This arbitration agreement will also inure to the benefit of third-party service providers that assist or enable FTC to provide services hereunder including investment and investment product manufacturers and insurance and annuity carriers ("Third-Party Service Providers"), and such Third-Party Service Providers are deemed to be third-party beneficiaries of this arbitration agreement.

12. Indemnification. You shall indemnify, defend and hold FTC and its officers, directors, managers, members, shareholders, employees, licensors, service providers, suppliers, contractors and agents and their successors and assigns (the "FTC Indemnitees") harmless from and against any and all losses, liabilities, expenses, damages and costs, including reasonable attorneys' fees and expenses, expert witness fees and expenses and court costs, that arise out of your use of the Online Services or any portion thereof, or any information or data derived therefrom. FTC reserves the right at its own expense to assume exclusive defense and control of any matter otherwise subject to indemnification by You and in such case You agree to cooperate with FTC in the defense and/or settlement of such matter.

13. Miscellaneous.

13.1 Assignment. These Terms and the rights and obligations hereunder may not be assigned, delegated or otherwise transferred by You to any third party, by operation of law or otherwise, without the prior written consent of FTC.

13.2 Governing Law; Dispute Resolution. The construction and performance of these Terms will be governed by the internal, substantive laws of the State of Massachusetts without regard to its choice of law rules. Any dispute arising under these Terms shall be determined in accordance with the dispute resolution provisions of the account agreement(s) between You and FTC.

13.3 Jury Trial Waiver. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED THEREBY.

13.4 Relationship of the Parties. Each party hereto shall remain an independent contractor and nothing herein shall be deemed to constitute the parties as partners, agents or joint ventures.

13.5 Notices; Consent to Electronic Delivery. To the extent permitted by applicable law, notices delivered pursuant to these Terms ("Notices") may be sent to You through mail, overnight express delivery, or electronically, at FTCs discretion. Notices will be sent to the postal or electronic address, including without limitation e-mail address or mobile phone number in the case of text (SMS) or multimedia (MMS) messages as applicable ("E-Address") shown on your account agreement or at such other postal or E-Address as You may hereafter provide to FTC or your financial professional in accordance with FTC procedures. By providing a telephone number to FTC or to your financial professional, You thereby authorize the receipt of Notices by text (SMS) or multimedia (MMS) messages, which may be sent by your financial professional or by FTC administrative personnel on your financial professionals behalf. If sent electronically, FTC may, at its option, send Notices to You either to your E-Address, or by posting the information on the Online Services and sending a notice to your postal address or E-Address providing instructions for viewing. To the extent permitted by applicable law, Notices will be deemed delivered when sent, whether actually received or not, even if FTC has notice of non-delivery. Notices posted to an online location by FTC will be deemed to be delivered to, and received by, You at the time that the Notice is posted online and available for review. All Notices to FTC must be provided in writing at FTCs postal address and will not be effective until actually received.

13.6 General. These Terms constitute the entire agreement, and supersede all prior negotiations, understandings or agreements (oral or written), between the parties concerning the subject matter hereof (and all past dealing or industry custom). Headings are for convenience of reference only and shall in no way affect interpretation of the Terms. The failure of a party to enforce its rights under these Terms at any time for any period will not be construed as a waiver of such rights. Unless expressly provided otherwise, each right and remedy in these Terms is in addition to any other right or remedy, at law or in equity, and the exercise of one right or remedy will not be deemed a waiver of any other right or remedy. In the event that any provision of these Terms is determined to be illegal or unenforceable, that provision will be limited

or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

14. Additional Terms

14.1 Informational Use Only. The account balances, positions and transaction information supplied to You by FTC on the Online Services are for informational purposes only. This data is not intended to replace the FTC periodic statement of activity You receive.

14.2 Market Value of Priced Securities. This amount represents the total market value of the priced securities listed in your portfolio. While we make every attempt to gather the most reliable pricing data available, we cannot guarantee the accuracy of such prices. Pricing vendors provide securities prices that they believe to be accurate and reliable. Prices on securities are updated either daily, weekly or monthly, depending on the security type. Since each vendor prices securities at different times of the month, discrepancies may occur. Vendors do not price all securities; therefore, information on certain securities may not be available. Prices are intended as estimates of portfolio value only. Securities which have not been priced are not included in the portfolio value amount. We believe these estimated prices are satisfactory for most portfolio valuation needs. If You require an up-to-the-minute market value, please contact your financial professional.

Additional activity may be displayed, reflecting our effort to reverse incorrect information received from vendors, mutual funds, and other investment companies we use for statement information. Access to some information may be limited. As always, please refer to your periodic account statement provided by FTC for accurate information.

14.3 Performance. Past performance is no guarantee of future results. The market for investments is subject to fluctuation, such that, upon sale an investor may lose a portion of their original investment. Prior to additional investments in funds, please obtain a copy of the prospectus from your adviser. Read it carefully to make sure that the fund is appropriate for your specific investment objectives.

Sales charges and or fees may not be reflected in performance calculations. Indices, such as the S & P 500 may not be invested into directly. Cash equivalents may include money market funds that seek to maintain a \$1.00 per share price. There is no assurance that these funds will be able to maintain a stable net asset value of \$1.00 per share price.

14.4 Estimated Annual Income. Projected interest and dividend amounts, while believed to be accurate, are supplied by outside vendors and are intended to be used only as an estimate of future annual earnings.

14.5 Unrealized Gain/Loss. "Cost Basis", "Unit Cost", and "Unrealized Gain/Loss" are calculated and displayed on the Portfolio screens when cost basis data is supplied for each tax lot of the position. Unrealized Gain/Loss is calculated using prices which are provided by pricing vendors. We cannot guarantee the accuracy of such prices. This information is not intended to replace the periodic account statement You receive from FTC and should not be used for tax reporting purposes. If You require further information, please contact your financial professional.

14.6 Market Information. We may make available to You through the Online Services a broad range of financial information that we obtain from our agents, vendors, or partners ("Third Party Providers"). This includes financial market data, quotes, news, analyst opinions, and research reports. Collectively, we refer to this as "Market Information." FTC does not endorse or approve the Market Information, and we make it available to You only as a service and convenience. FTC and our third Party providers do not (1) guarantee the accuracy, timeliness, completeness or correct sequencing of the Market Information, or (2) warrant any results from your use or reliance on the Market Information. Market Information may quickly become unreliable for various reasons including, for example, changes in market conditions or economic circumstances. Neither FTC nor the Third Party Providers are obligated to update any information or opinions contained in any Market Information, and we may discontinue offering Market Information at any time without notice. You agree that neither FTC nor the Third Party Providers will be liable in any way for the termination, interruption, delay, or inaccuracy of any Market Information. You will not redistribute or facilitate the redistribution of Market Information, nor will You provide access to Market Information to anyone who is not authorized by FTC to receive Market Information. If You are a securities broker, dealer,

banker, or investment advisor, You agree not to use the Market Information provided by FTC for any purpose related to your business.

14.7 Financial Planners and Calculators. When You use various financial calculators, planners or questionnaires on our web site, You may be asked for Personal Information in order to complete the requested analysis or evaluation. This information may be retained by the provider of the calculator, planner or questionnaire. Use of such functionality may be subject to additional or separate terms imposed by FTC or third parties.

14.8 Account Statements. Never rely on the Online Services for tax reporting, accounting, or valuation purposes. You can and should confirm the accuracy and completeness of the information (e.g. market values, transactions, deposits & withdrawals) by using the account statements You receive directly from FTC, investment sponsor, or other custodian instead of relying on the Online Services. Disclosures and other information presented with your account statements are vital to understanding adjusted cost, adjusted option contracts, cost basis, insured cash accounts, investments held outside FTC, and purchase cost. If You are not receiving statements from your custodian, please contact your custodian directly or call FTC at 800-558-7567.

14.9 Positions, Transactions and Cost Basis. When the Online Services display values such as gains and losses, certain calculations are based on transactional information such as "date acquired" and "purchase cost." Typically, the "purchase cost" is the actual purchase price including transaction charges and corporate actions for assets purchased in the FTC account.

14.10 Rate Of Return Calculations. Your financial professional determines whether a rate of return is displayed by default in the Online Services. When the Online Services displays a rate of return or other performance values ("ROR"), those values are expressed as a percentage, reflect the reinvestment of dividends and capital gains (to the extent reinvested), and reflect the deduction of any advisory fees and transaction charges. Unless otherwise stated, performance returns are cumulative. ROR is calculated using the internal rate of return method, which is also known as the money-weighted rate of return method. This method accounts for contributions into and withdrawals out of the account.

Please be aware that reports produced outside of the Online Services, including mutual fund fact sheets, may display ROR values that differ from the ROR values displayed in the Online Services. This can occur when reports outside of the Online Services use other methods to calculate performance, including the time-weighted method. This can also occur when reports outside of the Online Services for a certain time period include mutual fund dividends that are earned prior to the end of that period but were not posted to the account until after that period.

14.11 Mutual Fund Fundamentals. When the Online Services display "price returns" for mutual funds, it is based on the mutual fund's net asset value (NAV) and is updated daily. Mutual fund returns are average annual total returns, include the impact of NAV changes, assume full reinvestment of dividends and capital gains and are updated daily.

14.12 Downloads. In certain instances, data displayed in the Online Services is available for download by You ("Downloaded Content"). Please be aware that all of the disclosures herein continue to apply to Downloaded Content to the same extent as if it were displayed in the Online Services.

14.13 Investment Risk. The values displayed in the Online Services are subject to change at any time, and may lose value including a portion or all of your investment. Performance data displayed in the Online Services is historical and past performance is no guarantee of future performance. Current performance may be lower or higher than the performance displayed in the Online Services.

14.14 Establishing Transfer Feature. You will not be eligible to use automated clearinghouse ("ACH") transfers into or from your FTC account through the Online Services ("Initiated Transfers") unless and until You agree to terms applicable to Initiated Transfers by executing any form containing such terms that FTC provides in connection with Initiated Transfers. By providing information about your outside account (the "Outside Account") to FTC or any of its agents for Initiated Transfers, You represent to FTC that: (i) You have read and agree to the terms and conditions in Sections 14.14 and 14.15 for adding and authorizing the Initiated Transfer feature to the applicable account maintained by FTC; (ii) the information You provide in connection with the Initiated Transfer feature is accurate and complete; (iii) for Initiated Transfers into your FTC account, You are the owner or joint-owner of that Outside Account; (iv) You are authorized to

withdraw money from the Outside Account; (v) this authorization allows FTC to initiate additional debits or credits to the Outside Account for corrections as necessary; and (vi) FTC is entitled to rely solely on your direction in connection with such withdrawals regardless of whether there are other owners of the Outside Account in addition to you. You acknowledge and agree that an Outside Account may not be maintained at an institution outside the United States. FTC may conduct electronic bank verification through a third party service provider that is unaffiliated with FTC. If you choose to add a bank account electronically, you must agree to the Bank Verification Terms & Conditions of Use set forth below. The Fund or the Fund's transfer agent will send your information to the third party service provider, who will then compare your information with their database to verify the information you provided. Bank Verification Terms & Conditions of Use of the Service. You authorize FTC and its agents to act upon instructions (by phone, in writing, online or by other means) believed to be genuine. You authorize credits or debits to or from the bank account designated in conjunction with the account option(s) selected. You agree that FTC shall be fully protected in honoring any such transaction. You also agree that FTC may make additional attempts to credit or debit Your account if the initial attempt fails and You will be liable for any associated costs. All account options elected will become part of the account and terms, representations, and conditions thereof.

14.15 Authorizing Transfers. Each time You use the Online Services to request a transfer: (i) You fully authorize FTC to initiate ACH debit or credit entries as to the Outside Account and your FTC account whenever You use the Online Services to request a transfer; and (ii) the authorization is to remain in full force and effect until the transaction or series of recurring transactions is complete or until FTC receives notification from You of its termination in such time and manner as to afford to FTC and the financial institution that maintains the Outside Account a reasonable opportunity to act on it.

14.16 Privacy Notice for Transfers. You understand that FTC will disclose information to third parties about the transfers where it is necessary for completing transfers; to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; to comply with a government agency's instructions or requests or a court order, if You give FTC your written permission, or other purposes in accordance with FTC's Online Privacy Policy and other applicable privacy notices from FTC.